



Health Services
LOS ANGELES COUNTY

**Los Angeles County
Board of Supervisors**

May 18, 2006

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

CHILDHOOD LEAD POISONING PREVENTION PROGRAM
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of Health Services, or his designee, to accept a forthcoming Notice of Cooperative Agreement (NCA) substantially similar to NCA No. US7/CCU922877-03 for project period July 1, 2003 through June 30, 2006, Exhibit I, from the federal Centers for Disease Control and Prevention (CDC), in the amount of \$1,137,656, for the Department of Health Services' (DHS or Department) Childhood Lead Poisoning Prevention Program (CLPPP) to support services provided during Fiscal Year (FY) 2006-07, year one of a five-year project, subject to review and approval by County Counsel, the Chief Administrative Office, and notification of Board offices.
2. Delegate authority to the Director of Health Services, or his designee, to accept subsequent NCAs, similar to the FY 2005-06 NCA No. US7/CCU922877-03, for FY 2007-08 through FY 2010-11 to support CLPPP program services, subject to review and approval by County Counsel, the Chief Administrative Office and notification of Board offices.
3. Delegate authority to the Director of Health Services, or his designee, to accept amendments to NCAs for FYs 2006-07, 2007-08, 2008-09, 2009-10, and 2010-11, which do not individually exceed 30% of the total amount of each award, and which do not materially alter the terms and conditions set forth in the NCAs for FYs 2006 through 2011, subject to review and approval by County Counsel, the Chief Administrative Office, and notification of Board offices.

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.ladhs.org

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through leadership,
service and education.*



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The Honorable Board of Supervisors

May 18, 2006

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4. Approve and instruct the Director of Health Services, or his designee, to sign a sole source renewal Agreement No. H-700742, substantially similar to Exhibit II, with Karin Pally Associates, for coordination of the County's lead elimination plan, for FY 2006-07, with a County maximum obligation of \$60,000, 100% offset with CDC funds, with provision for a one-year automatic renewal.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Board approval of the recommended actions will authorize the acceptance of a forthcoming grant award from the federal CDC to support CLPPP program services and approval of a renewal subcontract Agreement with Karin Pally Associates for the coordination of the County's lead elimination plan. The CLPPP provides effective childhood lead poisoning prevention program services throughout Los Angeles County.

FISCAL IMPACT/FINANCING:

The anticipated total program cost for FY 2006-07 is \$1,137,656, 100% offset with federal CDC funds. The renewal Agreement with Karin Pally Associates for FY 2006-07 is in the amount of \$60,000, 100% offset with federal CDC funds. There are no net County costs.

Funding for this project will be included in the FY 2006-07 Supplemental Budget Resolution Phase, if necessary.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

For a number of years, the Board has authorized the acceptance of federal CDC funds for the continued provision of childhood lead poisoning prevention services throughout Los Angeles County. A primary goal of the Department is to target the elimination of childhood lead poisoning by 2010.

On October 8, 2003, the Board approved NCA No. US7/CCU922877-01 from the CDC in the amount of \$716,301 to reimburse the Department for CLPPP services provided during FY 2003-04, year one of a three year project. Additionally, the Board delegated authority to the Director, or his designee, to accept NCAs for the remaining two project years and amendments through FY 2005-06.

On August 23, 2004, the Department exercised the delegated authority approved by the Board on October 8, 2003 to accept NCA No. US7/CCU922877-02 from the CDC in the amount of \$710,114 for CLPPP services provided during FY 2004-05, year two of the project period.

On September 16, 2005, the Department accepted NCA No. US7/CCU922877-02-1 from the CDC for CLPPP through delegated authority. Amendment No.1 authorized the carryover of unobligated funds of \$27,811 from budget period year 01 to budget period Year 02 and

redirected expenditures in the amount of \$18,762 for a revised total approved budget of \$744,113 for FY 2004-05.

On February 2, 2006, the Department accepted NCA No. US7/CCU922877-03 from the CDC for CLPPP through delegated authority, in the amount of \$706,000, for the final year of the project.

On February 21, 2006, the Department submitted an application to the CDC for continued funding for DHS' CLPPP for FYs 2006-2011. In addition to other projects, the CLPPP elimination plan project is supported with federal CDC funds. The existing consultant Agreement with Karin Pally Associates for coordination of the elimination plan is scheduled to expire on June 30, 2006. The Department anticipates that notification from the CDC for continued CLPPP federal funding may not arrive until late June 2006 or after the end of the 2005-06 fiscal year.

The Department is requesting renewal of the Agreement with Karin Pally Associates for FY 2006-07 with provision for a one-year automatic renewal, prior to the issuance of the NCA from the CDC. The Department believes that this action is necessary in order to provide for the continuation of coordination activities for the CLPPP elimination plan. The Department has received federal CDC funds to support CLPPP program activities since 1993 and believes that this collaborative relationship will yield continued CDC funding. In addition, our Agreement with Karin Pally Associates allows the County to terminate the Agreement, if and when we discover that future funding is not forthcoming. Therefore, if federal CDC funding is reduced or cut after the Department has renewed the Agreement, the financial burden on the County would be minimal.

Over the years, the CLPPP has been successful in providing outreach, education and prevention activities, case management, surveillance and environmental investigation of lead poisoning in children to help reduce exposure to lead and ameliorate the consequences of exposure to children residing in Los Angeles County. Approval to renew the consultant Agreement with Karin Pally Associates will further enhance the Department's efforts in this area.

County Counsel has approved Exhibit I as to form.

Attachments A and B provide additional information. Attachment B is the Grants Management Statement for grant awards exceeding \$100,000.

CONTRACTING PROCESS:

Karin Pally Associates was selected as a sole source provider for CLPPP in 1992. Ms. Pally has been working in the area of Childhood Lead Poisoning Prevention since 1994. Ms. Pally was instrumental in creating a plan with recommendations and implementation measures to eliminate childhood lead poisoning in Los Angeles County. She is uniquely qualified and has worked on a

The Honorable Board of Supervisors
May 18, 2006
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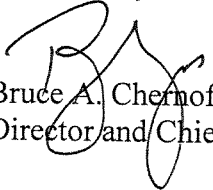
number of important strategic plans. There are no other consultants in Los Angeles County who work with both the City and County on lead abatement and lead poisoning prevention policies and program development.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The acceptance of forthcoming federal CDC funds and approval of a renewal sole source subcontract Agreement with Karin Pally Associates will enable the Department to continue providing CLPPP services to high-risk children countywide.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,


Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:kh
BLETC4086.KH

Attachments(2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

SUMMARY OF AGREEMENTS1. **TYPE OF SERVICES:**

Childhood lead poisoning prevention activities for children at high-risk for lead poisoning.

2. **AGENCY ADDRESSES, CONTACT PERSONS:****Business and Grants Policy Contact:**

Department of Health and Human Services - Public Health Service
Federal Centers for Disease Control and Prevention (CDC)

Procurement and Grants Office

Acquisition and Assistance Branch IV

2920 Brandywine Road, Room 33225

Atlanta, Georgia 30341-4146

Attention: Gary R. Teague, MBA, CPA
Grants Management Officer

Telephone: 770-488-1981 Facsimile: 770-488-2777 e-mail address: Gteague@cdc.gov

Programmatic Contact:

Paul Staley, Public Health Advisor

Division of Emergency & Environmental Health

Lead Poisoning Prevention Branch - National Center for Environmental Health

1600 Clifton Road, Mailstop F-30

Atlanta, Georgia 30333

Telephone: 770-488-3642 Facsimile: 770-488-3628 e-mail address: Pstaley@cdc.gov

3. **TERM GRANT AWARD:**

Budget Period: July 1, 2006 through June 30, 2007

Project Period: July 1, 2006 through June 30, 2011

Subcontract:

The renewal Agreement with Karin Pally Associates is for Fiscal Year (FY) 2006-07, with provision for a one year automatic renewal for FY 2007-08.

4. **FINANCIAL INFORMATION:**

The anticipated total program cost for FY 2006-07 is \$1,137,656, 100% offset with federal CDC funds. The renewal Agreement with Karin Pally Associates for FY 2006-07 is in the amount of \$60,000, 100% offset with federal CDC funds. There are no net County costs.

Funding for this project will be included in the FY 2006-07 Supplemental Budget Resolution Phase, if necessary.

5. **PRIMARY GEOGRAPHIC AREAS TO BE SERVED:**

Countywide

6. **DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:**

Arturo Aguirre, Director of Environmental Health

7. **APPROVALS:**

Public Health:	John F. Schunhoff, Ph.D., Chief of Operations
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form)	Allison Morse, Deputy County Counsel

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services - Childhood Lead Poisoning Prevention Program

Grant Project Title and Description - Childhood Lead Poisoning

Childhood lead poisoning prevention activities for children at high-risk for lead poisoning and primary prevention activities.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
Federal CDC	Pending Receipt of Award for FY 2006 - FY 2011	ASAP

Total Amount of Grant		County Match Requirements	
Grant Period: FY 2006-11	Begin July 1, 2006	End Date:	June 30, 2011
Number of Personnel Hired -Grant	8	Full	X Part Time

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes X No

Will all personnel hired for this program be placed on temporary ("N") items? X No

Is the County obligated to continue this program after the grant expires Yes No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes No X

b). Identify other revenue sources Yes X No

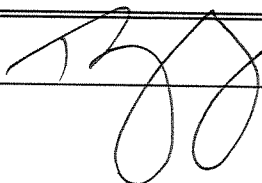
Describe

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant. Yes X No

Impact of additional personnel on existing space: None

Other requirements not mentioned above:
None

Department Head Signatu



Date

5/18/06



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Centers for Disease Control
and Prevention (CDC)
Atlanta, GA 30333

Barbara Hairston, REHS, MS
LA County Department of Health & Services
510 Vermont Avenue
Los Angeles, CA 90020

June 18, 2005

Reference: US7/CCU922877-03

Dear Ms. Hairston:

Enclosed is your Notice of Cooperative Agreement Award that awards funds for Year 03 of the project period under Program Announcement 3007. Please read the attached terms and conditions as noted on the continuation sheets; compliance with these terms and conditions are required in order to draw Federal funds under this award. We ask that you make special note of the recommendations contained in the enclosed Technical Evaluation, dated May 16, 2005. Providing a written response to the Project Officer technical recommendation(s), if any, is a term and condition of this cooperative agreement award.

The Project Officer listed on the continuation sheets is responsible for the programmatic monitoring of your program. The Grants Management Officer, also listed, is responsible for the business management responsibilities of your award. All correspondence directed to this office should include the original and two copies and reference the notice of cooperative agreement award number identified above. Your correspondence should be addressed to the Grants Management Officer unless otherwise stipulated in the terms and conditions of the cooperative agreement.

All requests that require prior approval of the Grants Management Officer (i.e., major rebudgeting, contracting, carryover of unobligated funds, etc.) must be co-signed by the Project Director or Principal Investigator and an official of your business office and should contain sufficient information to process such requests. DHHS policy dictates that CDC must return your request unapproved should it not contain two signatures.

An annual Financial Status Report (FSR) must be submitted within 90 days after the end of the budget period and should include only funds authorized and expended during the budget period for which the report is being submitted. NOTE: CDC policy is that any FSR submitted on a cumulative basis must be returned. Please see the continuation pages of the award regarding the submission of progress reports.

Should you have any questions, please contact me at telephone number (770) 488-1981 or e-mail address GTeague@cdc.gov. Questions regarding the Technical Evaluation recommendations should be addressed to Tim Morta at telephone number 770-488-3628.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary R. Teague", is written over the typed name.

Gary R. Teague, MBA, CPA
Grants Management Officer
Acquisition & Assistance Branch IV
Procurement & Grants Office

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Enclosures:

1. Cooperative Agreement Award Notice with Continuation Sheets
2. Technical Evaluation

cc: Business Office
Tim Morta, NCEH

06/17/2005

93.197

DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
CENTERS FOR DISEASE CONTROL AND PREVENTION

NOTICE OF COOPERATIVE AGREEMENT

AUTHORIZATION (LEGISLATION/REGULATION)

301(A), 317A & B, AS AMEND, 42 CFR 51B

1. SUPERSEDES AWARD NOTICE DATED EXCEPT THAT ANY ADDITIONS OR RESTRICTIONS PREVIOUSLY IMPOSED REMAIN IN EFFECT UNLESS SPECIFICALLY RESCINDED.	
4. GRANT NO. US7/CCU922877-03	5. ADMINISTRATIVE CODES CCUS7
6. PROJECT PERIOD FROM 07/01/2003	THROUGH 06/30/2006
7. BUDGET PERIOD FROM 07/01/2005	THROUGH 06/30/2006

3. TITLE OF PROJECT (OR PROGRAM)

CHILDHOOD LEAD POISONING PREVENTION PROGRAMS (CLPPP)

4. GRANTEE NAME AND ADDRESS LA COUNTY DEPARTMENT OF HEALTH & SVCS LA COUNTY DEPARTMENT OF HEALTH & SVCS 5050 COMMERCE DR BALDWIN PARK, CA 91706-1423	10. DIRECTOR OF PROJECT (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) BARBARA HAIRSTON, REHS., MS LA COUNTY DEPARTMENT OF HEALTH & SVCS 5555 FERGUSON DRIVE., RM 210-02 LOS ANGELES, CA 90020
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1. APPROVED BUDGET (EXCLUDES PHS DIRECT ASSISTANCE)		12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE																	
PHS GRANT FUNDS ONLY TOTAL PROJECT COSTS INCLUDING GRANT FUNDS AND ALL OTHER FINANCIAL PARTICIPATION (PLACE NUMERAL ON LINE) <u>I</u>		A. AMOUNT OF PHS FINANCIAL ASSISTANCE (FROM 11.U).....\$ 706,000 B. LESS UNOBLIGATED BALANCE FROM PRIOR BUDGET PERIODS...\$ 0 C. LESS CUMULATIVE PRIOR AWARD(S) THIS BUDGET PERIOD...\$ 0 D. AMOUNT OF FINANCIAL ASSIST. THIS ACTION \$ 706,000																	
.. SALARIES AND WAGES.....\$ 380,649 .. FRINGE BENEFITS.....\$ 152,510 .. TOTAL PERSONNEL COSTS\$ 533,159 .. CONSULTANT COSTS.....\$ 55,000 .. EQUIPMENT.....\$ 0 .. SUPPLIES.....\$ 1,824 .. TRAVEL.....\$ 6,800 .. PATIENT CARE-INPATIENT.....\$ 0 .. PATIENT CARE-OUTPATIENT.....\$ 0 .. ALTERATIONS AND RENOVATIONS.....\$ 0 .. OTHER.....\$ 23,035 .. CONSORTIUM/CONTRACTUAL COSTS.....\$ 22,000 .. TRAINEE RELATED EXPENSES.....\$ 0 .. TRAINEE STIPENDS.....\$ 0 .. TRAINEE TUITION AND FEES.....\$ 0 .. TRAINEE TRAVEL.....\$ 0 .. TOTAL DIRECT COSTS.....\$ 641,818 .. INDIRECT COSTS (10.00 % OF SBM/TADC) \$ 64,182 .. TOTAL APPROVED BUDGET.....\$ 706,000 .. SBIR FEE.....\$ 0 .. FEDERAL SHARE.....\$ 706,000 .. NON-FEDERAL SHARE.....\$ 0		13. RECOMMENDED FUTURE SUPPORT (SUBJECT TO THE AVAILABILITY OF FUNDS AND SATISFACTORY PROGRESS OF THE PROJECT) <table border="1"> <thead> <tr> <th>BUDGET YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>BUDGET YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>A. 0</td> <td>0</td> <td>D. 0</td> <td>0</td> </tr> <tr> <td>B. 0</td> <td>0</td> <td>E. 0</td> <td>0</td> </tr> <tr> <td>C. 0</td> <td>0</td> <td>F. 0</td> <td>0</td> </tr> </tbody> </table>		BUDGET YEAR	TOTAL DIRECT COSTS	BUDGET YEAR	TOTAL DIRECT COSTS	A. 0	0	D. 0	0	B. 0	0	E. 0	0	C. 0	0	F. 0	0
BUDGET YEAR	TOTAL DIRECT COSTS	BUDGET YEAR	TOTAL DIRECT COSTS																
A. 0	0	D. 0	0																
B. 0	0	E. 0	0																
C. 0	0	F. 0	0																
		14. APPROVED DIRECT ASSISTANCE BUDGET (IN LIEU OF CASH) A. AMOUNT OF PHS DIRECT ASSISTANCE.....\$ 0 B. LESS UNOBLIGATED BALANCE FROM PRIOR BUDGET PERIODS...\$ 0 C. LESS CUMULATIVE PRIOR AWARDS FROM THIS BUDGET PERIOD \$ 0 D. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$ 0																	
		15. PROGRAM INCOME SUBJECT TO 45 CFR PART 74, SUBPART F, OR 45 CFR 92.25, SHALL BE USED IN ACCORDANCE WITH ONE OF THE FOLLOWING ALTERNATIVES: (SELECT ONE AND PUT LETTER IN BOX.) A. DEDUCTION B. ADDITIONAL COSTS C. MATCHING D. OTHER RESEARCH (ADD/DEDUCT OPTION) E. OTHER (SEE REMARKS)																	
		THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE PHS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: A. THE GRANT PROGRAM LEGISLATION CITED ABOVE. B. THE GRANT PROGRAM REGULATION CITED ABOVE. C. THIS AWARD NOTICE INCLUDING TERMS AND CONDITIONS, IF ANY, NOTED BELOW UNDER REMARKS. D. PHS GRANTS POLICY STATEMENT INCLUDING ADDENDA IN EFFECT AS OF THE BEGINNING DATE OF THE BUDGET PERIOD. E. 45 CFR PART 74 OR 45 CFR PART 92 AS APPLICABLE. IN THE EVENT THERE ARE CONFLICTING OR OTHERWISE INCONSISTENT POLICIES APPLICABLE TO THE GRANT, THE ABOVE ORDER OF PRECEDENCE SHALL PREVAIL. ACCEPTANCE OF THE GRANT TERMS AND CONDITIONS IS ACKNOWLEDGED BY THE GRANTEE WHEN FUNDS ARE DRAWN OR OTHERWISE OBTAINED FROM THE GRANT PAYMENT SYSTEM.																	

REMARKS (OTHER TERMS AND CONDITIONS ATTACHED - ☒ YES ☐ NO)

SPONSOR: NATIONAL CENTER FOR ENVIRONMENTAL HEALTH

*IDC RATE BASE: SEE ATTACHED

PHS GRANTS MANAGEMENT OFFICER: (SIGNATURE) 		(NAME-TYPED/PRINT) GARY R. TEAGUE		(TITLE) GRANTS MANAGEMENT OFFICER	
7. OBJ. CLASS. 41.51		18. CRS.EIN: 1-956000927-A1		19. LIST NO.: C0-002-L05	
8. A05-19443 05-9211955	9. CCU922877	10. CCUS7	11. 706,000	12. 0	
13. A	14. B	15. C	16. D	17. E	
2. A	3. B	4. C	5. D	6. E	

PHS-5152-1 (CONTINUED)

DATE ISSUED.....: 06/17/2005
GRANT NO.....: US7/CCU922877-03
APPROVAL LIST NO: C0-002-L05

DIRECT ASSISTANCE BUDGET:
=====

PERSONAL SERVICE:	0
TRAVEL.....:	0
VACCINE.....:	0
OTHER SERVICE....:	0

NOTICE OF COOPERATIVE AGREEMENT AWARD
(Continuation Sheet)

PAGE 2 OF 5

DATE ISSUED:

AWARD NO. US7/CCU922877-03

TERMS AND CONDITIONS OF THIS AWARD

1. Program Announcement Number 03007, the recommendations contained in the CDC Technical Evaluation dated May 16, 2005, and the budget and justification and technical proposal dated 02/25/2005, and the subsequent revised budget and justification, if applicable, dated 05/16/2005 are made a part of this award by reference.

Unobligated funds may have been utilized to offset the amount of the total cooperative agreement award in this budget period. The amount of \$0 estimated unobligated funds was offset in this budget period. If the actual unobligated balance is less when the Final Financial Status Report is submitted, then the amount used in your Year 03 budget period will be reduced by the difference between the estimated and actual unobligated balance. If the actual unobligated balance is more than the estimated unobligated balance, these funds may be determined eligible for carryover and utilization in the Year 03 budget period.

2. **INDIRECT COSTS:** In accordance with Program Announcement 03007, not more than 10.0% (exclusive of direct assistance) of any cooperative agreement or contract (sub-grantee or consultant) funded through the cooperative agreement may be obligated for administrative costs. This 10.0% limitation is in lieu of, and replaces, the indirect cost rate. Proposed indirect costs exceeding this 10.0% limit have been placed in the "Other" object class category.
3. **HUMAN SUBJECTS RESTRICTIONS: N/A**
Notice: Under governing regulations, Federal funds administered by the Department of Health and Human Services shall not be expended for research involving human subjects, and individuals shall not be enrolled in such research, without prior approval by the Office for Human Research Protections (OHRP) of an assurance to comply with the requirements of 45 CFR 46 to protect human research subjects. This restriction applies to all collaborating sites without OHRP-approved assurances, whether domestic or foreign, and compliance must be ensured by the awardee.
4. **REPORTING REQUIREMENTS:**

NOTE: Please submit your response to the Summary Statements Weaknesses and Recommendations, if any, by August 1, 2005, to the Project Officer listed on the contact information.

- a. **Interim Reports Required** to be submitted to the Grants Management Officer (see address at note 14) no later than February 28, 2006 include:

- (i) **Interim Financial Status Report (SF 269):** The interim FSR must contain current budget period financial progress and is to reflect your total projected unobligated balance through June 30, 2006, **along** with a supplemental memoranda attachment that further details and itemizes your projected unobligated balance by each budget category (i.e., salaries, fringe, contractual, other, etc.);
- (ii) **Narrative Report** on progress made toward completion of current budget period objectives, activities and outcomes and current budget period financial progress.

- b. **Data Reports Required:**

- (i) **Quarterly data table reports (OMB Form 0920-0282)** are required to be submitted simultaneously to the CDC Project Officer and Grants Management Officer (see addresses at note 14) 30 days after the end of each quarter. The due dates are as follows: November 1, 2005; February 1, 2006; May 1, 2006; and August 1, 2006.
- (ii) **A calendar-year surveillance data report** is required to be submitted to the Lead Poisoning Prevention Branch (LPPB) no later than April 30, 2006. More information on submission of

NOTICE OF COOPERATIVE AGREEMENT AWARD
(Continuation Sheet)

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DATE ISSUED:

AWARD NO. US7/CCU922877-03

calendar year surveillance data is available on the web at:
<http://www.cdc.gov/nceh/lead/surv/database/database.htm> and
ftp://ftp.cdc.gov/pub/environmental_surveillance/Lead/survspec.doc

- (iii) **Quarterly Data Submissions:** Programs must request and receive approval from the Project Officer to submit quarterly data submissions to the Lead Branch, in lieu of the quarterly data table reports (OMB Form 0920-0282) to the Project Officer.

If approved by the Project Officer for quarterly data submissions, the due dates for those submissions are 90 days after the end of each quarter, as follows: January 1, 2006; April 1, 2006; July 1, 2006 and September 30, 2006. Programs that are approved by the Project Officer for quarterly data submissions are exempt from the requirement to submit a calendar-year surveillance data report.

- c. **Final Reports Required** to be submitted to the Grants Management Officer, no later than 90 days after the end of the budget period or September 30, 2006 are:
- (i) **Financial Status Report (SF 269).** (NOTE: The final FSR is prepared for the budget period and is not cumulative for the three year project period.) FSR may be downloaded from the following website: <http://www.whitehouse.gov/omb/grants/sf269.pdf>
 - (ii) **Narrative Report** on the completion of project period objectives, activities and outcomes.
 - (iii) A written annual surveillance data report must be disseminated to your cognizant state and local public health officials, CDC project officer, and state elimination planning committee.
- d. **Audit Requirement:** You must comply with the audit requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" as revised June 27, 2003. Please send a courtesy copy of completed audits and any management letters on a voluntary basis to the following address:

Centers for Disease Control and Prevention (CDC)
Attention: Head, Acquisition Assistance Oversight and Evaluation
2920 Brandywine Road, NE
Atlanta, Georgia 30341

You are required to ensure that subrecipients receiving CDC funds also meet the requirements of OMB A-133 (total Federal grant or cooperative agreement funds received exceed \$500,000). Additionally, you must also ensure that appropriate corrective action is taken within six months after receipt of the subrecipient audit report in instances of non-compliance with Federal laws and regulations. You are to consider whether subrecipient audits necessitate adjustment of your own records. If a subrecipient is not required to have an OMB A-133 audit, you are still required by OMB A-133 to perform adequate monitoring of subrecipient activities. You should require each subrecipient to permit independent auditors to have access to the subrecipient's records and financial statements. **YOU SHOULD INCLUDE THESE REQUIREMENTS IN SUBRECIPIENT CONTRACTS.**

All reports must be submitted within the specified time frame and location. Delinquent reporting may impact future funding.

5. **CORRESPONDENCE:** All correspondence regarding this award must be identified with the award number as shown at the top right of this page. An original and two copies of ALL requests, official correspondence and formal reports must be addressed to the Grants Management Officer.

NOTICE OF COOPERATIVE AGREEMENT AWARD
(Continuation Sheet)

PAGE 4 OF 5

DATE ISSUED:

AWARD NO. US7/CCU922877-03

6. **PRIOR APPROVAL:** All requests that require the prior approval of the Grants Management Officer as noted in 45 CFR 92 must bear the signature of an authorized official of the grantee business office as well as that of the principal investigator or program director as shown on the Notice of Award. DHHS policy dictates that any prior approval request received without two signatures must be returned to the grantee unprocessed.

The deadline to submit requests for rebudgeting of funds for this budget period is March 31, 2006. Any request received after this date will be denied and returned to the grantee. Faxed requests will not be accepted.

The grantee may not approve any action or cost which is inconsistent with the purpose or terms and conditions of this award.

Third Party Reimbursement And Other sources of Health Services Funding – In accordance with PHS Policy, each project is expected to establish a plan to recover, to the maximum extent feasible, third-party revenues to which it is entitled for services provided; garner all other available Federal, State, local, and private funds; and charge beneficiaries according to their ability to pay for services without creating a barrier to those services. This policy includes a provision against supplanting of funds (e.g. utilizing CDC funds to fund reimbursable Medicaid services for Medicaid eligible children).

7. **INVENTIONS:** Acceptance of grant funds obligates recipients to comply with the "standard patent rights" clauses in 37 CFR 401.14.
8. **PUBLICATIONS:** Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as: This publication (journal article, etc.) was supported by Grant/Cooperative Agreement Number US7/CCU922877-03 from Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of CDC.
9. **PURCHASING AMERICAN-MADE EQUIPMENT AND PRODUCTS:** To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made.
10. **ACKNOWLEDGMENT OF FEDERAL SUPPORT:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
11. **FRAUD, WASTE, OR ABUSE HOTLINE:** The United States Department of Health and Human Services Inspector General maintains a toll-free telephone number, 800-368-5779, for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.
12. **PAYMENT INFORMATION**

Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, HHS. PMS will forward the DHHS Manual for Recipients Financed Under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

A. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, P.O. Box 6021 Rockville, MD 20852.

NOTICE OF COOPERATIVE AGREEMENT AWARD
(Continuation Sheet)

PAGE 5 OF 5

DATE ISSUED:

AWARD NO. US7/CCU922877-03

B. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows: Division of Payment Management, FMS/PSC/HHS, Rockwall Building #1, Suite 700, 11400 Rockville Pike, Rockville, MD 20852.

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

Do not request any funds for contingencies or the maintenance of a "Float" or "Cushion" position (excess cash). Requests for advances must be based on estimated Federal cash outlays (disbursements).

Do not request "advance" funds for any period that has ENDED. This is not considered an advance and requests must be made for "ACTUAL EXPENSES" incurred, which must be itemized in the "disbursement plan."

13. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):** Pursuant to the standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act (HIPAA)(45 CFR Parts 160 and 164) covered entities may disclose protected health information to public health authorities "authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions..." The definition of a public health authority includes "...a person or entity acting under a grant of authority from or contract with such public agency..." Through this agreement, the LA County Department of Health & Services is acting under a grant of authority from CDC to carry out the Childhood Lead Poisoning Prevention Programs (CLPPP) which is authorized under sections 301(a), 317A and 317B of the Public Health Service Act [42 U.S.C. 241(a), 247b-1, and 247b-3], as amended by the Children's Health Act of 2000. The CDC grants this authority to LA County Department of Health & Services for purposes of this project. Further, CDC considers this to be a public health activity for which disclosure of protected health information by covered entities is authorized by section 164.512(b) of the Privacy Rule (45 CFR 164.512(b)).

14. **CDC CONTACT NAMES:**

Grants Management Officer (GMO)

Gary R. Teague, MBA, CPA
Grants Management Officer
Procurement and Grants Office
Acquisition and Assistance Branch IV
Centers for Disease Control and Prevention (CDC)
2920 Brandywine Road, Room 33225
Atlanta, GA 30341-4146
Telephone: 770-488-1981; Fax 770-488-2777
Email: GTeague@cdc.gov

Programmatic Contact

Tim Morta
Division of Emergency & Environmental Health Services (EEHS)
Lead Poisoning Prevention Branch (LPPB)
National Center for Environmental Health (NCEH)
4770 Buford Highway, Mailstop F-40
Atlanta, Georgia 30341
Telephone: 770-488-3628 FAX: 770-488-3635
Email: TMorta@cdc.gov



BRUCE A. CHERNOF, M.D.
Acting Director and Chief Medical Officer

JOHN R. COCHRAN, III
Chief Deputy Director

WILLIAM LOOS, M.D.
Acting Senior Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

EXHIBIT II

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

February __, 2006

TO: Each Supervisor

FROM: Bruce A. Chernof, M.D.
Acting Director and Chief Medical Officer

SUBJECT: **CHILDHOOD LEAD POISONING PREVENTION PROGRAM - FISCAL
YEAR 2005-06**

This is to advise you that the Department of Health Services (DHS) is exercising the delegated authority, approved by the Board on October 8, 2003, to accept Notice of Cooperative Agreement (NCA) No. US7/CCU922877-03 from the federal Centers for Disease Control and Prevention (CDC) providing funds in support of the County's Childhood Lead Poisoning Prevention Program (CLPPP).

In a letter dated June 18, 2005, the CDC sent DHS NCA No. US7/CCU922877-03 that provides funding for Fiscal Year 2005-06, the final year of the project, in the amount of \$706,000, for the continued support of DHS CLPPP existing program services.

County Counsel has reviewed and approved the NCA as to form.

If you have any questions or require additional information, please let me know.

BAC:lvb

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors



BRUCE A. CHERNOF, M.D.
Acting Director and Chief Medical Officer

JOHN R. COCHRAN, III
Chief Deputy Director

WILLIAM LOOS, M.D.
Acting Senior Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

February 2, 2006

TO: Christina Salseda, Deputy County Counsel
Public Services Division

FROM: La Verne Begay, Contract Administrator
Contracts and Grants Division

**SUBJECT: NOTICE OF COOPERATIVE AGREEMENT NO. US7/CCU922877-03 FOR
CHILDHOOD LEAD POISONING PREVENTION PROGRAM SERVICES
AND DRAFT NOTIFICATION LETTER TO THE BOARD OFFICES**

Enclosed for your review is a copy of the referenced Notice of Cooperative Agreement (NCA) No. US7/CCU922877-03 (Exhibit I) from the federal Centers for Disease Control and Prevention (CDC) in the amount of \$706,000 to reimburse the Department of Health Services (Department) for childhood lead poisoning prevention program (CLPPP) services provided in Fiscal Year (FY) 2005-06. We are also requesting review and approval of the enclosed draft memo (Exhibit II) informing the Board of the Department's exercise of delegated authority to accept funding for project year three.

On October 8, 2003, the Board approved the original NCA No. US7/CCU922877-01 for FY 2003-04, year one of a three-year project, in the amount of \$716,301, to reimburse the Department for CLPPP services. In addition, the Board approved delegated authority to the Director, to accept subsequent NCAs from the CDC, for the remaining two project years, FY 2004-05 and FY 2005-06, subject to review and approval by County Counsel and notification to the Board offices. A copy of the Board letter is enclosed.

On June 18, 2005, the CDC provided the Department's CLPPP with NCA No. US7/CCU922877-03 (Exhibit I) that provides funding for FY 2005-06, the final year of the project.

On November 30, 2005, the CDC approved the final budget.

Completion of your review at your earliest convenience is appreciated.

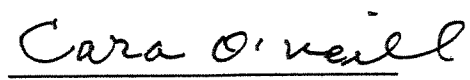
Christina Salseda
February 2, 2006
Page 2

If you have any questions or require additional information, please call me at (213) 240-7892.

LVB
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Enclosures

Noted and Approved:



Cara O'Neill, Chief
Contracts and Grants Division

Christina Salseda
February 2, 2006
Page 3

COUNTY COUNSEL: PLEASE SIGN, DATE AND RETURN BY FAX: (213) 250-2958
OR CALL LA VERNE BEGAY FOR PICK UP

SUBJECT: **NOTICE OF COOPERATIVE AGREEMENT NO. US7/CCU922877-03 FOR
CHILDHOOD LEAD POISONING PREVENTION PROGRAM SERVICES
AND DRAFT NOTIFICATION LETTER TO THE BOARD OFFICES**

APPROVED AS DRAFTED:

APPROVED WITH REVISIONS: _____ (SEE ATTACHED)

NOT APPROVED FOR THE FOLLOWING REASONS: _____ (SEE ATTACHED)

BY: _____
Signature of County Counsel

DATE: _____

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

KARIN PALLY ASSOCIATES

FOR

CONSULTANT SERVICES

FOR

COUNTY'S LEAD ELIMINATION PLAN

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Contract No. _____

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____ 2006,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

KARIN PALLY ASSOCIATES
(hereafter "Contractor").

WHEREAS, County's Department of Health Services (hereafter "DHS") has established a Childhood Lead Poisoning Elimination Plan hereafter "Plan", whose objective is to reduce the risk of exposure of hazardous lead based products, and

WHEREAS, DHS is recommending Contractor be awarded an Agreement by County's Board of Supervisors ("Board") to provide coordination of implementation services for DHS; and

WHEREAS, Contractor possesses the competence and expertise, required to provide such services described hereunder and has offered its resources to County to carry out the objectives of the implementation phase of the Plan, which are 100% reimbursed by Federal funds; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments

provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, County has determined that the services to be provided under this Agreement are of a technical nature to the extent that DHS is unable to recruit qualified personnel with the requisite training, knowledge, or experience to perform such services; and

WHEREAS, Contractor is authorized under the laws of the State of California to engage in the business of providing consulting services, and possesses the competence, expertise, and personnel necessary to provide such services described hereunder; and

WHEREAS, the term "Fiscal Year" as used herein refers to County's fiscal year which commences July 1 and ends June 30; and

WHEREAS, this Agreement is authorized by provisions of section 1451 of the California Health and Safety Code and sections 26227 and 31000 of the California Government Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall commence on July 1, 2006, and shall continue in full force and effect to, and including, June 30, 2007, unless sooner canceled or terminated as provided herein.

B. Contingent upon available funding, the term of this Agreement shall automatically be extended, on a month-to-month basis, through June 30, 2008, unless sooner canceled or terminated as provided herein. All terms of this Agreement in effect at the time of extending the term shall remain in effect for the duration of the extension.

C. If for any reason Federal funding is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon the Contractor in writing. The Agreement may be terminated at anytime by either party upon the giving of Thirty (30) days written notice to the other party. Additionally, County may terminate this Agreement in accordance with the Termination Paragraphs 36,37,38,39, and 40 of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) day written notice to Contractor. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement

during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriate funds for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor of its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily the exclusive provider to County of services provided under the terms of this Agreement, and that County has, or may enter into, agreements with other providers of such services, or may perform all or part of same, when possible, using County employees.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide consultant services to the Childhood Lead Poisoning Prevention Program (CLPPP) in the form as described in the body of this Agreement and Exhibits A and B, STATEMENT OF WORK, attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide such services.

4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in Exhibits A and B and Schedules 1 and 2, attached hereto and incorporated herein by reference.

B. Contractor shall bill DHS' Childhood Lead Program, Attention: CDC CLPPP Manager, 5555 Ferguson Drive-Second Floor, Commerce, California 90022, hereunder according to the terms set forth in the payment requirements of said Exhibit.

5. MAXIMUM OBLIGATION OF COUNTY: The annual maximum obligation of County for all services provided hereunder shall not exceed Sixty Thousand Dollars (\$60,000), for the period

July 1, 2006 through June 30, 2007.

If this Agreement is renewed for the period effective of July 1, 2007 through June 30, 2008, the annual maximum obligation of County for all services provided hereunder shall not exceed Sixty Thousand Dollars (\$60,000).

6. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for consulting services performed hereunder, or by any provision of this Agreement, during any of County's future July 1 - June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30 of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

7. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such

payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or termination of this Agreement.

8. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing

evidence of Contractor's self-insurance program, as described in the INSURANCE COVERAGE REQUIREMENTS Paragraph, hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in INSURANCE COVERAGE REQUIREMENTS Paragraph, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County's Risk Manager shall be delivered to Director at the: DHS; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659, and provide a copy to DHS; Centralized Contract Monitoring Division; 5555 Ferguson Drive, Suite 210; Commerce, California 90022, prior to

commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's Risk Manager approval. County's Risk Manager retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County's Risk Manager with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County's Risk Manager, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:
Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

11. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, who shall be licensed as appropriate for provision of subcontract services, and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontractor.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirements under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation

to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the following paragraphs of the body of this Agreement:
NO PAYMENT FOR SERVICES PROVIDED FOLLOWING
EXPIRATION/TERMINATION OF AGREEMENT, INDEMNIFICATION,
GENERAL INSURANCE REQUIREMENTS, INSURANCE COVERAGE
REQUIREMENTS, SUBCONTRACTING, CONSTRUCTION, and CONFLICT OF

TERMS, as well as, all of the provisions of the Standard Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any

applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

13. CONTRACTOR'S OBLIGATIONS AS AN OTHER ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

14. STANDARD PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled Standard Provisions, of which the terms and conditions therein contained are part of this Agreement.

15. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

16. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement, including its Standard Provisions, and that of any Exhibit(s), Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

17. ALTERATION OF TERMS: The body of this Agreement, including its Standard Provisions, Exhibit(s), and any Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

18. CONTRACTOR'S OFFICE: Contractor's primary business office is located at 607 Strand Street, Santa Monica, California 90405. Contractor's primary business telephone number is (310) 399-1921, facsimile/FAX number is (310) 399-5752, and electronic mail ("e-mail") address is www.kpally@earthlink.net. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX number, and/or e-mail address, as listed

herein, or any other business address, business telephone number, facsimile/FAX number, and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

19. NOTICES: All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to either party. The County shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659
Attention: Director
- (2) Department of Health Services
Childhood Lead Program
5555 Ferguson Drive, 2nd Floor
Commerce, California 90022
Attention: CDC CLPPP Manager

B. Notices to Contractor shall be addressed as follows:

- (1) Karin Pally Associates
607 Strand Street
Santa Monica, California 90405
Attention: Karin Pally

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By

Bruce A. Chernof, M.D.
Acting Director and Chief
Medical Officer

KARIN PALLY ASSOCIATES

Contractor

By

Signature

Print Name

Title

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By

Cara O' Neill, Chief
Contracts and Grants

EXHIBIT C

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____

Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

AGRECD4085.KH
kh:4/4/06

KARIN PALLY ASSOCIATES

EXHIBIT A

JULY 1, 2006 THROUGH JUNE 30, 2007

STATEMENT OF WORK

CONSULTANT SERVICES AGREEMENT OF

COUNTY'S LEAD ELIMINATION PLAN

1. SCOPE OF WORK: Contractor shall provide services described in this Exhibit A, listed in Schedule A, attached hereto and referenced herein. Contractor's services shall include, but not be limited to, the following:

A. Provide services as the administrator of the County's Lead Elimination Plan;

B. Facilitate and attend meetings with private, public, and other related participants regarding childhood lead poisoning prevention;

C. Research existing data, new/current legislation, develop facts for circulation, provide testimony;

D. Provide progress reports, as-needed.

2. CONTRACTOR PERSONNEL:

A. Contractor shall upon request by Director, be available at all reasonable times (Monday through Friday, 8:00 a.m. to 5:00 p.m.) to explain the services it is

providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to each appropriate County facility receiving services herein. Contractor shall notify County, in writing, the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor within ten (10) calendar days prior to the effective date of this Agreement. Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder. Contractor assumes the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

3. COUNTY PERSONNEL: As determined by County, County will assign County employees to assist Contractor on a full-time or part-time basis regarding services to be provided by Contractor pursuant to this Agreement. County personnel will be made available to Contractor at the discretion of Director and/or as needed by Contractor to provide necessary input and

person at each work site location to be served under this Agreement.

4. COUNTY FURNISHED PROPERTY AND SERVICES: At the Director's sole discretion, County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related used by Contractor. In the event the Director assigns space to the Contractor, Contractor shall use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs for the purposes other than the performance of this Agreement.

At the Director's sole discretion, County may provide access to telephones, fax machines, typewriters, and photocopying equipment, on a non-exclusive basis, for the purpose of Contractor's performance of this Agreement. Contractor is prohibited from use of such equipment for the purposes other than for the performance of this Agreement.

5. SERVICES TO BE PERFORMED BY CONTRACTOR: During the period of July 1, 2006 through June 30, 2007, Contractor services shall include, but not be limited to activities which relate to and enhance the implementation of *Lead Safe L.A. 2010* elimination plan, as follows:

TASK 1: Staff two committees engaged in the implementation of the recommendations for the Lead Elimination Plan (*Lead Safe 2010*). Assist in the identification of additional committee members, maintain committee lists-serves, and/or committee rosters, develop and distribute meeting notices, prepare meeting agendas, record meeting activities and other pertinent information, transcribe and distribute meeting minutes.

TASK 2: Conduct research to provide data, reports, new legislation, and other pertinent information needed for implementation of *Lead Safe L.A. 2010* to elimination plan committee members (Health Committee and House Committee).

TASK 3: Identify and facilitate cooperation with other groups working on similar issues that can be readily integrated.

TASK 4: Identify, meet with and provide information to public officials and staff in public and private agencies who are important in the implementation process.

Objectives may require the following:

(a) Consulting with State DHS staff as needed.

(b) Contacting/speaking with staff of public officials and or the officials themselves. The task may include briefing County Supervisor deputies and/or Supervisors.

(c) Meeting with staff of State legislators who are interested in or have previously carried lead legislation.

(d) Identifying and working with community leaders and organizers and staff of public and nonprofit agencies.

TASK 5: Assess the needs of the elimination plan and work on legislative and administrative initiatives to further implement the 2010 plan.

TASK 6: Provide periodic reports on implementation progress to committee members and CDC Program Manager and meet with the CDC Program Manager on a monthly basis, in person and weekly via telephone follow-ups.

6. MONTHLY REPORT: Contractor shall submit a monthly activity/progress report of the services provided for review and approval to the County's CDC Program Manager for CLPPP.

7. BILLING AND PAYMENT:

A. Billing:

(1) Billings to County shall be submitted in arrears in accordance with the rate schedule set forth in this Exhibit A and Schedule A.

(2) All billings hereunder shall be by Facility, shall be in duplicate, and shall be forwarded to the appropriate Facility and address as specified in the Agreement, Paragraph 4, BILLING AND PAYMENT.

(3) All billings hereunder shall clearly reflect and provide reasonable details of the services for which claim is made, a description of services performed, the date(s) of such services, and shall include a copy of the service report(s).

(4) All billings rendered by Contractor shall be in the name of Contractor as said name appears on the first page of this Agreement and shall include the County contract number.

B. Payment:

(1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of same, County shall reimburse Contractor within thirty (30) calendar days in arrears upon receipt of

Contractor's billing(s). County shall pay for all services which County considers complete and correct. Payment for incorrect billings shall be included when resolved in the next payment cycle.

(2) County shall compensate Contractor in arrears in accordance with the following rate schedules set forth hereinbelow and further described in Schedule A:

(3) Director shall evaluate all services and tasks performed by Contractor. If, in the Director's sole discretion, a service or task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) working days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for deficient work performed under this Agreement.

9. GENERAL CONTRACTOR REQUIREMENTS:

A. Business License: Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Contractor Personnel Qualifications: Contractor personnel providing services hereunder shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

Schedule A
County of Los Angeles-Department of Health Services
Lead Program Office
Lead Safe L.A. 2010 Elimination Plan
Consultant Services Agreement
July 1, 2006 through June 30 2007

Monthly Activities/Services*	Approx. No. of Hours	Hourly Rate	Monthly Budget	No. of Months	Maximum No. of Hours	Hourly Rate	Total Annual Budget
Task 1: Committee meetings	100						
Task 2: Data, reports, and other information for impleme	80						
Task 3: Cooperation with other groups	100						
Task 4: fmeetings with public officials and staff	40						
Task 5: Legislative and administrative initiatives	120						
Task 6: Periodic reports and meetings with CDC Program	40						
Total County Annual Maximum Obligation				12	480	\$125	<u>\$60,000</u>

*Actual time on each task may vary from month to month and will be specified on invoice. Some tasks will require periodic rather than monthly action.

KARIN PALLY ASSOCIATES

EXHIBIT B

JULY 1, 2007 THROUGH JUNE 30, 2008

STATEMENT OF WORK

CONSULTANT SERVICES AGREEMENT OF

COUNTY'S LEAD ELIMINATION PLAN

1. SCOPE OF WORK: Contractor shall provide services described in this Exhibit B, listed in Schedule B, attached hereto and referenced herein. Contractor's services shall include, but not be limited to, the following:

A. Provide services as the administrator of the County's Lead Elimination Plan;

B. Facilitate and attend meetings with private, public, and other related participants regarding childhood lead poisoning prevention;

C. Research existing data, new/current legislation, develop facts for circulation, provide testimony;

D. Provide progress reports, as-needed.

2. CONTRACTOR PERSONNEL:

A. Contractor shall upon request by Director, be available at all reasonable times (Monday through Friday, 8:00 a.m. to 5:00 p.m.) to explain the services it is

providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to each appropriate County facility receiving services herein. Contractor shall notify County, in writing, the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder. Contractor assumes the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

3. COUNTY PERSONNEL: County will assign County employees to assist Contractor on a full-time or part-time basis regarding services to be provided by Contractor pursuant to this Agreement. County personnel will be made available to Contractor at the discretion of Director and/or as needed by Contractor to provide necessary input and assistance. County further will provide Contractor with an appropriate contact

person at each work site location to be served under this Agreement.

4. COUNTY FURNISHED PROPERTY AND SERVICES: At the Director's sole discretion, County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related used by Contractor. In the event the Director assigns space to the Contractor, Contractor shall use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs for the purposes other than the performance of this Agreement.

At the Director's sole discretion, County may provide access to telephones, fax machines, typewriters, and photocopying equipment, on a non-exclusive basis, for the purpose of Contractor's performance of this Agreement. Contractor is prohibited from use of such equipment for the purposes other than for the performance of this Agreement.

5. SERVICES TO BE PERFORMED BY CONTRACTOR: During the period of July 1, 2007 through June 30, 2008, Contractor services shall include, but not be limited to activities which relate to and enhance the implementation of *Lead Safe L.A. 2010* elimination plan, as follows:

TASK 1: Staff two committees engaged in the implementation of the recommendations for the Lead Elimination Plan (*Lead Safe 2010*). Assist in the identification of additional committee members, maintain committee lists-serves, and/or committee rosters, develop and distribute meeting notices, prepare meeting agendas, record meeting activities and other pertinent information, transcribe and distribute meeting minutes.

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TASK 4: Identify, meet with and provide information to public officials and staff in public and private agencies who are important in the implementation process.

Objectives may require the following:

(a) Consulting with State DHS staff as needed.

(b) Contacting/speaking with staff of public officials and or the officials themselves. The task may include briefing County Supervisor deputies and/or Supervisors.

(c) Meeting with staff of State legislators who are interested in or have previously carried lead legislation.

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6. MONTHLY REPORT: Contractor shall submit a monthly activity/progress report of the services provided for review and approval to the CDC CLPPP Manager.

7. BILLING AND PAYMENT:

A. Billing:

(1) Billings to County shall be submitted in arrears in accordance with the rate schedule set forth in this Exhibit B and Schedule B.

(2) All billings hereunder shall be by Facility, shall be in duplicate, and shall be forwarded to the appropriate Facility and address as specified in the Agreement, Paragraph 4, BILLING AND PAYMENT.

(3) All billings hereunder shall clearly reflect and provide reasonable details of the services for which claim is made, a description of services performed, the date(s) of such services, and shall include a copy of the service report(s).

(4) All billings rendered by Contractor shall be in the name of Contractor as said name appears on the first page of this Agreement and shall include the County contract number.

B. Payment:

(1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of same, County shall reimburse Contractor within thirty (30) calendar days in arrears upon receipt of

Contractor's billing(s). County shall pay for all services which County considers complete and correct. Payment for incorrect billings shall be included when resolved in the next payment cycle.

(2) County shall compensate Contractor in arrears in accordance with the following rate schedules set forth hereinbelow and further described in Schedule B:

(3) Director shall evaluate all services and tasks performed by Contractor. If, in the Director's sole discretion, a service or task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) working days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for deficient work performed under this Agreement.

9. GENERAL CONTRACTOR REQUIREMENTS:

A. Business License: Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Contractor Personnel Qualifications: Contractor personnel providing services hereunder shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

Schedule B

County of Los Angeles-Department of Health Services

Lead Program Office

Lead Safe I.A. 2010 Elimination Plan

Consultant Services Agreement

July 1, 2007 through June 30 2008

Monthly Activities/Services*	Approx. No. of Hours	Hourly Rate	Monthly Budget	No. of Months	Maximum No. of Hours	Hourly Rate	Total Annual Budget
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Task 2: Data, reports, and other information for impleme	80						
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Task 6: Periodic reports and meetings with CDC Program	40						
Total County Annual Maximum Obligation				12	480	\$125	<u>\$60,000</u>

*Actual time on each task may vary from month to month and will be specified on invoice. Some tasks will require periodic rather than monthly action.

STANDARD PROVISIONS
CONSULTANT SERVICES AGREEMENT

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STANDARD PROVISIONS

CONSULTANT SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facility(ies), and/or County work site area(s), for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, an affidavit, sworn to and executed by Contractor's duly constituted officers, or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, e.g., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's authorized person to conduct business, make commitments, and enter into binding agreements with County changes; or Contractor's ownership of other businesses dealings with Contractor under this Agreement changes; Contractor shall notify Director in

writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the

following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation.

In addition, Contractor's facility access for the disabled must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended,

that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall

receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the

federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within

thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. RULES AND REGULATIONS: During the time that Contractor's employees, or subcontractors are at Medical Center, Contractor and such persons shall be subject to the rules and regulation of Medical Center. Medical Center's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to Medical Center prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and

permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

9. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

10. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

11. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

13. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all such certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply all such certification and disclosure requirements.

14. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required

from time-to-time for quality assurance purposes, but not less than on an annual basis. Such evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

15. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time

be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed

to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out

any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered

and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid

during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

16. REPORTS: Contractor shall make reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

17. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

18. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible.

Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to setoff, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other

transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

20. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the service provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a

"contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked

per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor

shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business operation and for the provisions of services hereunder.

Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in

effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

22. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

23. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling (800) 829-3676.

24. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653(a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

25. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may

terminate this Agreement pursuant to the TERMINATION Paragraphs of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached hereto and incorporated herein, and is also available on the Internet at www.babysafela.org for printing purposes.

27. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent

position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu

of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units.

Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

30. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

31. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the location(s) [e.g., facility(ies)] where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

32. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determine by Director, shall be repaid by Contractor upon demand.

33. USE OF RECYCLED - CONTENT BOND PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to

use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

34. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

35. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

36. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

37. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may

authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

38. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper

consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts).

39. TERMINATION FOR MATERIAL BREACH: Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

40. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination. Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with the RECORDS AND AUDITS Paragraph, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

41. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not to exceed five (5) years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a

nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the

Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate

request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors.

42. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and/its DHS shall make the determination to solicit bids or

request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, or request for proposals, by virtue of its present status as Contractor.

43. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

44. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall

not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

45. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

46. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the payment or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**no shame.
no blame.
no names.**

**now there's a way to
safely surrender your baby**



The Safely Surrendered Baby Law A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.